

EXHIBIT O

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Harmony Gold-USA, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HARMONY GOLD-USA, INC., a
California corporation,

Plaintiff,

v.

SUNWARDS LTD., a Japanese
corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.

COMPLAINT

1. COPYRIGHT INFRINGEMENT

2. TRADEMARK INFRINGEMENT
UNDER SECTION 43(a) OF
THE LANHAM ACT

3. COMMON LAW TRADEMARK
INFRINGEMENT

4. UNFAIR COMPETITION UNDER
CALIFORNIA STATUTORY LAW

5. COMMON LAW UNFAIR
COMPETITION

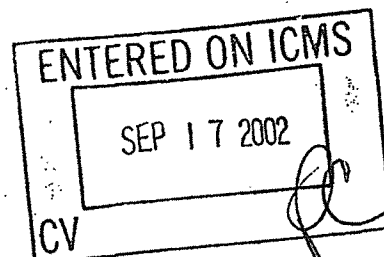
6. DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

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1 Plaintiff Harmony Gold-USA, Inc., alleges claims
2 against Defendant Sunwards Ltd. and Does 1 through 50
3 (collectively "Defendants") as follows:
4

5 **JURISDICTION AND VENUE**

6 1. This is an action for copyright infringement under
7 the Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 et
8 seq., trademark infringement under Section 43(a) of the
9 Lanham Act, 15 U.S.C. § 1125(a), related claims for
10 trademark infringement and unfair competition under the
11 laws of the State of California and the common law, and
12 declaratory relief. This Court has subject matter
13 jurisdiction over this action under 15 U.S.C. § 1121 and
14 28 U.S.C. §§ 1331, 1338(a) and (b), and 1367.
15

16 2. This Court has personal jurisdiction over
17 defendant Sunwards Ltd. because said Defendant has
18 committed tortious acts within the State, and/or has
19 committed tortious acts outside California causing injury
20 within the state and derives substantial revenue from
21 interstate commerce.
22

23 3. Venue is proper in this judicial district pursuant
24 to 28 U.S.C. §§ 1391(b) and 1400(a).
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THE PARTIES

1
2
3 4. Plaintiff Harmony Gold-USA, Inc., is a California
4 corporation having offices and a principal place of
5 business at 7655 Sunset Boulevard, Los Angeles, California
6 90046. It is doing business within the jurisdiction of this
7 Court. Harmony Gold, Ltd., a Hong Kong corporation, entered
8 into some of the agreements referred to in this Complaint
9 and assigned all of its rights in said agreements, with the
10 exception of certain foreign television broadcast rights
11 not relevant to this Complaint, to Harmony Gold-USA, Inc.
12 In this Complaint, "Harmony Gold" is used to refer to
13 Harmony Gold-USA, Inc. itself or as the assignee in place
14 and stead of Harmony Gold, Ltd.
15

16 5. Upon information and belief, Defendant Sunwards
17 Ltd. is and was at all times relevant hereto a Japanese
18 Corporation with its principal United States office located
19 at 17980 Savarona Way, Carson, California 90446. It is
20 doing business within the jurisdiction of this Court.
21

22 6. The true names and capacities, whether individual,
23 corporate or otherwise, of defendants named herein as Does
24 1 through 50 are presently unknown to Harmony Gold, who
25 therefore sues said defendants by such fictitious names.
26 Harmony Gold will seek to amend this complaint to allege
27 the true names and capacities of said defendants when it
28

1 has ascertained such information. Harmony Gold is informed
2 and believes and on the basis of such information and
3 belief alleges that each defendant Doe 1 through 50 has
4 participated in some or all of the acts or conduct herein
5 alleged and is liable to Harmony Gold by reason thereof.
6

7 8 **FACTS**

9 7. This action involves an infringement of Harmony
10 Gold's rights - including the right to prepare derivative
11 works, such as toys and other merchandise - in and to an
12 animated television series that originated in Japan between
13 1982 and 1984. The subject television series (the "Series")
14 is entitled: *Macross*, Episodes 1-36, which was first
15 telecast in 1982-83. The Series featured futuristic
16 animation and "transforming" mechanical robot characters,
17 vehicles, and weaponry for extraterrestrial combat. By
18 agreement dated October 1, 1982, the three companies that
19 originally contributed to the creation of the Series in
20 Japan - K.K. Studio Nue, K.K. Big West, and Tatsunoko
21 Production Company, Ltd. ("Tatsunoko"), agreed that with
22 respect to the sale of the Series outside Japan, and all
23 merchandising rights outside Japan, Tatsunoko was entitled
24 to such sale and exploitation and was to be entitled to any
25 and all proceeds by exploitation of such rights.
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1 8. By agreement dated September 11, 1984 (the "1984
2 Agreement"), Tatsunoko granted to Harmony Gold exclusively
3 and irrevocably the rights to exploit the copyrights and
4 trademarks in the Series in the United States and certain
5 other countries, including but not limited to television
6 broadcasting, merchandising exploitation, theatrical and
7 nontheatrical exploitation, video devices, sound recording
8 devices and publications, and to prepare derivative works
9 based on, advertise, and otherwise dispose of and exploit,
10 the Series, and any and all versions, characters, stories,
11 settings, titles, music, sound track and effects,
12 animation, artwork and all other components thereof. A true
13 and correct copy of the 1984 Agreement is attached hereto
14 as Exhibit A and incorporated herein by this reference. The
15 initial term of the 1984 Agreement was seven years.
16

17
18 9. After acquiring the rights to the Series from
19 Tatsunoko in 1984, Harmony Gold marketed the Series to
20 United States audiences under its original title, *Macross*.
21 In addition, Harmony Gold combined the Series with two
22 other animated programs and marketed them to United States
23 audiences under the alternate title "*Robotech*."
24

25 10. On March 28, 1985, Tatsunoko and Harmony Gold
26 registered the Series for copyright with the U.S. Copyright
27 Office. A true and correct copy of the certificate of U.S.
28

1 Copyright Registration, together with a supplementary
2 certificate filed March 13, 2000 are attached hereto as
3 Exhibit B.

4
5 11. On May 28, 1985, Harmony Gold recorded in the U.S.
6 Copyright Office a Short Form Assignment dated May 15, 1985
7 made subject to and in confirmation of the exclusive and
8 irrevocable rights granted to it in the 1984 Agreement. A
9 true and correct copy of the certificate of recordation
10 from the U.S. Copyright Office is attached hereto as
11 Exhibit C. By so doing, Harmony Gold put all persons on
12 constructive notice of its rights in and to the Series.

13
14 12. Since 1984, Harmony Gold has exercised and
15 continues to exercise its valuable exclusive rights in and
16 to the Series to engage in extensive production,
17 distribution, and merchandising activities in interstate
18 commerce throughout the United States and certain other
19 territories throughout the world.

20
21 13. Since 1984, Harmony Gold has used and exploited,
22 and continues to use and exploit, the trademark *Macross* in
23 interstate commerce throughout the United States and
24 certain other territories throughout the world, directly
25 and indirectly through licensees, through among other
26 things, television broadcasting; distribution of videos;
27 manufacture and sale of merchandise, including comic books,
28

1 toys, novels, games, and apparel, and Harmony Gold has
2 developed secondary meaning for the *Macross* trademark. The
3 designs and images in Harmony Gold's *Macross* works comprise
4 an inherently distinctive trademark and trade dress that
5 distinguishes Harmony Gold's products from the products of
6 others and serves as an indication of the source and
7 origin.
8

9 14. By agreement dated March 15, 1991 (the "1991
10 Agreement") Tatsunoko renewed the grant to Harmony Gold of
11 the rights granted in the 1984 Agreement for an additional
12 term of ten years, to include all worldwide territories
13 excluding only Japan and all other Asian territories. A
14 true and correct copy of the 1991 Agreement is attached
15 hereto as Exhibit D and incorporated herein by this
16 reference.
17

18 15. On August 6, 1998, Tatsunoko and Harmony Gold
19 entered into a contract called Amendment to Main Agreement
20 which renewed the grant to Harmony Gold of the rights
21 granted in the 1991 Agreement for a renewal term through
22 and including March 14, 2011. A true and correct copy of
23 the 1998 Amendment to Main Agreement is attached hereto as
24 Exhibit E and incorporated herein by this reference.
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FIRST CLAIM FOR RELIEF

(Copyright Infringement Under 17 U.S.C. §§ 101 et seq. -

Against All Defendants)

16. Harmony Gold repeats and incorporates the allegations contained in paragraphs 1 through 15 of this Complaint as though fully and completely set forth herein.

17. Without Harmony Gold's authorization or consent, Defendants have produced and plan to offer for sale in the United States a line of children's toys which infringes the copyrights and other rights Tatsunoko granted to Harmony Gold.

18. Unless permanently enjoined by Order of this Court, Defendants have and will continue to infringe Harmony Gold's rights, all to Harmony Gold's irreparable injury. As a result of Defendants' acts of infringement, Harmony Gold is without an adequate remedy at law in that damages are difficult to ascertain and, unless injunctive relief is granted as prayed for herein, Harmony Gold will be required to pursue a multiplicity of actions.

19. Harmony Gold has sustained, and will continue to sustain, substantial pecuniary damage to the value of its exclusive rights in and to the Series in that the previously described activities of Defendants have

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1 diminished and will continue to diminish the revenues that
2 Harmony Gold otherwise would receive.

3
4 **SECOND CLAIM FOR RELIEF**

5 **(Trademark Infringement Under 15 U.S.C. §§ 1125(a) -**
6 **Against All Defendants)**

7 20. Harmony Gold repeats and incorporates the
8 allegations contained in paragraphs 1 through 19 of this
9 Complaint as though fully and completely set forth herein.
10

11 21. In connection with the advertising and sale of the
12 line of children's toys which infringes Harmony Gold's
13 copyrights, as alleged above, Defendants have used and
14 continue to use in interstate commerce, including internet
15 websites, the trademark *Macross*, which is likely to cause
16 confusion, to cause mistake, and to deceive as to the
17 affiliation, connection, and association of Defendants with
18 Harmony Gold, and as to the origin, sponsorship, and
19 approval of Defendants' line of children's toys and its
20 commercial activities with those of Harmony Gold.
21

22 22. Defendants' conduct alleged above was and
23 continues to be intentional, deliberate, and willful, with
24 knowledge of Harmony Gold's prior exclusive right to use
25 the trademark *Macross*.
26
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28

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1 23. Harmony Gold has been damaged by Defendants'
2 conduct as alleged above, in an amount to be proven at
3 trial.

4 24. By reason of Defendants' conduct as alleged above,
5 subject to the principles of equity, Harmony Gold is
6 entitled to recover Defendants' profits.
7

8 25. As a proximate result of Defendants' conduct as
9 alleged above, Harmony Gold has suffered and will continue
10 to suffer irreparable injury to its rights and substantial
11 loss of good will and reputation.
12

13 26. Harmony Gold has no plain, speedy, or adequate
14 remedy at law for the injuries currently suffered. It will
15 be difficult or impossible for Harmony Gold to determine
16 the full amount of damages it has suffered and will
17 continue to suffer or to calculate the full amount of its
18 economic loss to its business if its trademark continues to
19 be infringed upon by Defendants.
20

21 27. Unless enjoined by this Court, Defendants will
22 continue to infringe upon Harmony Gold's trademark and will
23 thereby cause irreparable injury and damage to Harmony
24 Gold.
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THIRD CLAIM FOR RELIEF

**(Common Law Trademark Infringement - Against All
Defendants)**

28. Harmony Gold repeats and incorporates the allegations contained in paragraphs 1 through 27 of this Complaint as though fully and completely set forth herein.

29. Defendants' past, present, and future use of the trademark *Macross*, constitutes infringement of Harmony Gold's trademark under the common law of the State of California on the basis of Defendants' unauthorized use of the trademark *Macross* in connection with toys and merchandise of substantially the same character as those for which the trademark has already been legitimately appropriated by Harmony Gold, and which flow in the same or similar channels of commerce as do those of Harmony Gold.

30. Defendants' use of Harmony Gold's common law trademark *Macross* has caused actual confusion, and is likely to cause confusion, in the marketplace concerning the source or origin of Harmony Gold's television broadcasting, videos, and merchandise.

31. Defendants' use of the trademark *Macross* in connection with their merchandise and commercial activities is likely to cause injury to Harmony Gold's business

1 reputation and confusion among customers and members of the
2 trade and public.

3 32. By reason of Defendants' conduct as alleged above,
4 Harmony Gold has suffered and will continue to suffer
5 irreparable injury to its rights and substantial loss of
6 good will and reputation unless and until Defendants are
7 enjoined from continuing their wrongful acts, and Harmony
8 Gold has no adequate remedy at law.
9

10 33. Defendants' infringement has been willful and
11 deliberate, with full knowledge of Harmony Gold's prior
12 right to use the trademark *Macross*, has injured Harmony
13 Gold, and will continue to cause irreparable injury to
14 Harmony Gold unless enjoined by this Court.
15

16 34. Harmony Gold is entitled to recover damages from
17 Defendants to compensate Harmony Gold for the willful
18 infringement of Harmony Gold's trademark *Macross*.
19

20 35. In engaging in the conduct alleged above,
21 Defendants acted willfully and maliciously and were
22 motivated by oppression, fraud, and malice, and Harmony
23 Gold is entitled to an award of exemplary damages.
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FOURTH CLAIM FOR RELIEF

(Unfair Competition Under California Statutory Law)

(California Business and Professions Code

§§ 17200 and 17500, et seq. - Against All Defendants)

36. Harmony Gold repeats and incorporates the allegations contained in paragraphs 1 through 35 of this Complaint as though fully set forth herein.

37. A competitive relationship exists between Harmony Gold and Defendants, in that all manufacture and sell merchandise including toys. Defendants' continued unauthorized use of Harmony Gold's trademark *Macross* constitutes an unlawful, unfair, and fraudulent business act or practice.

38. Defendants' conduct as alleged above constitutes unfair competition under the statutory laws of the State of California, particularly under California Business and Professions Code §17200, et seq.

39. Harmony Gold has been damaged by Defendants' conduct as alleged above, in an amount to be proven at trial.

40. By reason of Defendants' conduct as alleged above, Harmony Gold has suffered and will continue to suffer irreparable injury to its rights and substantial loss of good will and reputation unless and until Defendants are enjoined from continuing their wrongful acts.

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1 41. Harmony Gold has no plain, speedy, or adequate
2 remedy at law for the injuries it is suffering. It will be
3 difficult or impossible for Harmony Gold to determine the
4 full amount of damages it has suffered and will continue to
5 suffer or to calculate the full amount of its economic loss
6 to its business if its trademark continues to be infringed
7 upon by Defendants.
8

9 42. Unless enjoined by this Court, Defendants will
10 continue to infringe upon Harmony Gold's trademark and will
11 thereby cause irreparable injury and damage to Harmony Gold
12 by depriving Harmony Gold of the benefit of the good will
13 associated with the trademark *Macross*.
14

15 **FIFTH CLAIM FOR RELIEF**

16 **(Common Law Unfair Competition - Against All Defendants)**

17 43. Harmony Gold repeats and incorporates the
18 allegations contained in paragraphs 1 through 42 of this
19 Complaint as though fully set forth herein.
20

21 44. Defendants' conduct as alleged above constitutes
22 unfair competition under the common law of the State of
23 California.

24 45. Harmony Gold has been damaged by Defendants'
25 conduct as alleged above, in an amount to be proven at
26 trial.
27
28

1 46. By reason of Defendants' conduct as alleged above,
2 Harmony Gold has suffered and will continue to suffer
3 irreparable injury to its rights and substantial loss of
4 good will and reputation unless and until Defendants are
5 enjoined from continuing their wrongful acts.
6

7 47. Defendants' unlawful acts were motivated by
8 oppression, fraud, and malice, and constitute willful and
9 malicious conduct by Defendants, for which Harmony Gold is
10 entitled to an award of exemplary damages.
11

12 48. Harmony Gold has no plain, speedy, or adequate
13 remedy at law for the injuries it is suffering. It will be
14 difficult or impossible for Harmony Gold to determine the
15 full amount of damages it has suffered and will continue to
16 suffer or to calculate the full amount of its economic loss
17 to its business if its trademark continues to be infringed
18 upon by Defendants.
19

20 49. Unless enjoined by this Court, Defendants will
21 continue to infringe upon Harmony Gold's trademark and will
22 thereby cause irreparable injury and damage to Harmony Gold
23 by depriving Harmony Gold of the benefit of the good will
24 associated with the trademark *Macross*.
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SIXTH CLAIM FOR RELIEF**(Declaratory Relief - Against All Defendants)**

50. Harmony Gold repeats and incorporates the allegations contained in paragraphs 1 through 49 of this Complaint as though fully and completely set forth herein.

51. An actual controversy has arisen and now exists between Harmony Gold, on the one hand, and Defendants on the other hand, relating to their respective rights regarding ownership of copyrights and trademarks based on the Series, including the right to create derivative works based on the Series, such as those sold or to be sold by Defendants. Harmony Gold contends that Tatsunoko validly granted to Harmony Gold exclusively and irrevocably the rights to exploit the copyrights and trademarks in the Series in the United States and certain other countries, including but not limited to television broadcasting, merchandising exploitation, theatrical and nontheatrical exploitation, video devices, sound recording devices and publications, and to prepare derivative works based on, advertise, and otherwise dispose of and exploit the Series, and any and all versions, characters, stories, settings, titles, music, sound track and effects, animation, artwork and all other components thereof. Harmony Gold further

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1 contends that the conduct of Defendants as alleged above
2 violates the rights Tatsunoko granted to Harmony Gold.

3 52. Harmony Gold is informed and believes and on the
4 basis of such information and belief alleges that
5 Defendants dispute these contentions and contend otherwise.
6

7 53. Harmony Gold desires a judicial determination of
8 its rights and duties under the aforesaid contracts and a
9 declaration that its contentions, as hereinabove set forth,
10 are correct. Such a declaration is necessary and
11 appropriate in order to set at rest the respective rights
12 and obligations of the parties and in order to avoid a
13 multiplicity of actions.
14

15 WHEREFORE, Plaintiff Harmony Gold prays for relief
16 against Defendants, and each of them, as follows:

17 A. That Defendants, their agents, servants and
18 employees and all persons acting in concert with them be
19 restrained and enjoined permanently from manufacturing,
20 copying, duplicating, selling, marketing, distributing, or
21 otherwise disposing of any unauthorized toys or other
22 products that are based on the Series.
23

24 B. That Defendants be required to deliver upon oath
25 all products, molds, prototypes, and drawings based on the
26 Series, and documents related thereto in their possession,
27 held for delivery to them or under their control, which
28

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1 infringe or which may have been used to infringe Harmony
2 Gold's exclusive rights under copyright to the Series; and
3 that Orders for Seizure in respect of the foregoing be
4 issued out of this Court and that at the conclusion of this
5 action, the Court shall order all such material so held to
6 be surrendered to Harmony Gold or to be destroyed under
7 17 U.S.C. § 503, whichever shall seem to this Court to be
8 most just and proper.

9
10 C. That Defendants be required to recall from all
11 distributors, wholesalers, jobbers, dealers, retailers, and
12 all others known to them, all copies of any unauthorized
13 toys or other products based on the Series.

14
15 D. That Defendants be required to account for all
16 gains, profits and advantages derived from their acts of
17 infringement and for their other violations of law.

18
19 E. That Defendants be required to pay over to Harmony
20 Gold the actual damages suffered by Harmony Gold as a
21 result of the infringement of Harmony Gold's copyrights,
22 and any profits of Defendants attributable to the
23 infringement of Harmony Gold's copyrights, and to pay such
24 damages to Harmony Gold as this Court shall deem to be just
25 and proper within the provisions of the Copyright Act or,
26 in the alternative, at Harmony Gold's election, statutory
27 damages as set forth in 17 U.S.C. § 504.
28

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1 F. For compensatory damages against Defendants for
2 trademark infringement and unfair competition, according to
3 proof.

4 G. That Defendants, including their subsidiaries,
5 affiliates, related companies, agents, employees and
6 representatives (and all persons in active concert and
7 participation with them), be enjoined from making any
8 further use of the trademark Macross or any other
9 confusingly similar trademarks, in connection with the
10 advertising, selling, or distributing of merchandise
11 including toys.

12 H. For exemplary damages against Defendants in an
13 amount sufficient to punish and make a public example of
14 Defendants, and to deter such wrongful conduct in the
15 future.

16 I. That the Court enter a declaratory judgment in
17 favor of Harmony Gold reciting that each of the matters set
18 forth in the paragraphs alleged above have been
19 conclusively determined for Harmony Gold and against all of
20 the Defendants.

21 J. That Harmony Gold recover its costs of suit
22 incurred herein.

23 K. That Harmony Gold recover its attorneys' fees
24 incurred in this action.

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1 L. That Harmony Gold have such other and further
2 relief as the Court deems just and appropriate under the
3 circumstances.
4

5 DATED: September 13, 2002

6 GAIMS, WEIL, WEST & EPSTEIN, LLP
7 BARRY G. WEST
8 MARC EPSTEIN
9 WALTER R. ZAGZEBSKI

10 By: 
11

12 WALTER R. ZAGZEBSKI

13 Attorneys for Plaintiff
14 Harmony Gold-USA, Inc.
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DEMAND FOR JURY TRIAL

Plaintiff Harmony Gold-USA, Inc. hereby demands a jury trial.

DATED: September 13, 2002

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By: 

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ORIGINAL

LICENSE AGREEMENT

TATSUNOKO PRODUCTION CO., LTD.

HARMONY GOLD, LTD.

AGREEMENT

THIS AGREEMENT is entered into this 11th day of September, 1984 by and between

TATSUNOKO PRODUCTION CO., LTD.
3-22-12, Minami-cho, Kokubunji-shi,
Tokyo, Japan

(hereinafter referred to as the Licensor)

- and -

HARMONY GOLD, LTD.
8831 Sunset Boulevard, Suite 300
Los Angeles, CA 90069 U.S.A.

(hereinafter referred to as the Licensee)

WHEREBY IT IS AGREED as follows:

The Licensor hereby grants exclusively and irrevocably to the Licensee the rights to exploit the animated television programs described below produced and owned by the Licensor on the terms and conditions set out below, which rights include, but are not limited to, television broadcasting, merchandising exploitation, theatrical and nontheatrical exploitation, video devices, sound recording devices and publications.

PROGRAMS & PARTICULARS

MACROSS: 1/2 hour X 36 episodes

MOSPEADA: 1/2 hour X 25 episodes

THE SOUTHERN CROSS: 1/2 hour X 23 episodes

TOTAL: 84 episodes

1. TERRITORIES

ZONE NO. 1: The United States of America, and its territories and possessions, and English-speaking Canada, and English-speaking territories and possessions of Canada.

ZONE NO. 2: All other English-speaking countries, territories and areas, all German-speaking countries, territories and areas including all Scandinavian countries, territories and areas, and all French-speaking countries, territories and areas.

However, all countries and territories in Asia including Japan shall be excluded from the licensed territories under this Agreement.

- 1 -

2. PERIOD OF LICENSE

The initial period of license is seven (7) years from the date hereof and the license period shall be renewable at the end of every seven years on the terms and conditions mutually agreed upon. At the Licensee's request, the Licensor shall negotiate with the Licensee reasonably and in good faith so that the Licensor shall grant to the Licensee at least one (1) further seven (7) year license period hereunder. If, for any reason, the Licensor and the Licensee shall not agree upon such terms and conditions, the Licensor shall not license any of the rights licensed to the Licensee hereunder to any other party, or exploit those rights itself, without first providing to the Licensee the exclusive right for thirty (30) days to match terms and conditions that the Licensor is prepared to accept from another party or upon which the Licensor will exploit such right itself. The Licensee shall be required to accept only financial terms and conditions that may be satisfied as easily by one person as by another. The Licensor shall send to the Licensee written notice of each of such terms and conditions.

3. LICENSE FEE

Zone No. 1: US\$4,000.- per episode

Zone No. 2: US\$6,000.- per episode

4. MANNER OF PAYMENT

Zone No. 1: US\$4,000.- X 84 eps. = Total US\$336,000.-

Down payment of US\$25,000.- shall be made upon signing this Agreement.

US\$25,000.- - no later than December 31, 1984.

The balance of US\$286,000.- shall be paid in the following installments:

US\$28,600.- - no later than January 31, 1985.

US\$28,600.- - no later than March 15, 1985.

US\$28,600.- - no later than September 30, 1985.

US\$28,600.- - no later than December 31, 1985.

US\$28,600.- - no later than March 31, 1986.

US\$28,600.- - no later than June 30, 1986.

US\$28,600.- - no later than September 30, 1986.

US\$28,600.- - no later than December 31, 1986.

US\$28,600.- - no later than March 31, 1987.

US\$28,600.- - no later than June 30, 1987.

Zone No. 2: US\$6,000.- X 84 eps. = Total US\$504,000.-

The total sum of US\$504,000.- shall be paid in the following quarter-annual installments.

US\$63,000.- - no later than March 31, 1986.

US\$63,000.- - no later than June 30, 1986.

US\$63,000.- - no later than September 30, 1986.

US\$63,000.- - no later than December 31, 1986.

US\$63,000.- - no later than March 31, 1987.

US\$63,000.- - no later than June 30, 1987.

US\$63,000.- - no later than September 30, 1987.

US\$63,000.- - no later than December 31, 1987.

5. COPYRIGHT

The Licensor, as the exclusive author and owner of all worldwide copyrights, moral rights and rights of publication in and to the underlying series, grants to the Licensee exploitation of the copyrights in accordance with provisions in this Agreement whereby the Licensee is entitled to present, reproduce, record, publish, release, exhibit, distribute, perform, broadcast, diffuse, display, market, edit, dub, translate, arrange musically, transform, dramatize and otherwise adapt and prepare derivative works based on, advertise, and otherwise dispose of and exploit the underlying series, and any and all versions, characters, stories, settings, titles, music, sound track and effects, animation, artwork and all other components thereof, using any methods or devices of exploitation with limitation as provided in A, B, C of Article 6 herein. The Licensor represents and warrants that the underlying series, and the rights granted to the Licensee, do not and will not infringe upon the rights of any third party, and are and will be free of any right, claim or encumbrance of any third party. The Licensee is authorized to register the transfer of rights and licenses to the Licensee as set forth in this Agreement in any copyright, trademark or other appropriate register in Japan or elsewhere to protect the Licensee's rights and licenses under this Agreement. The Licensor and the Licensee shall be joint owners of copyrights in the underlying series for the territories licensed to the Licensee during the license period and shall take necessary legal measures to protect such copyrights from infringement or copying by any third party including registration of trademarks or copyright, and the use of copyright notices in the joint names of the Licensor and the Licensee. All trademarks utilized by the Licensee in connection with the exercise of its rights under this Agreement, other than the existing titles of the underlying

series, shall belong jointly to the Licensor and the Licensee and utilization of such trademarks shall be automatically renewed at the termination of this Agreement for a reasonable length of period mutually agreed upon unless such termination is due to default on the part of the Licensee. With respect to any new materials created by the Licensee, copyright and all other rights in such materials shall also belong jointly to the Licensor and the Licensee.

6. MERCHANDISING RIGHTS

The Licensee is the lawful and authorized representative to exercise merchandising rights related to the underlying series in the license territories specified in Article 1 herein except for such items and articles as set forth below.

- A. With regard to MACROSS series, die-cast toys and other toys manufactured in Japan by Takatoku Toys and plastic model kits made by Imai Chemical Co. for domestic and overseas markets shall be excluded.
- B. With regard to MOSPEADA series, die-cast toys and other toys manufactured in Japan by Gakken Co. and plastic model kits made by Imai Chemical Co. and/or Arie Works for domestic and overseas markets shall be excluded.
- C. With regard to THE SOUTHERN CROSS series, plastic model kits manufactured in the past by Imai Chemical Co. and/or Arie Works for domestic and overseas markets shall be excluded.

The Licensor shall not engage in or authorize, except as allowed in A, B and C above, any merchandising exploitation related to the underlying series in any of the territories licensed to the Licensee hereunder at any time during the license period.

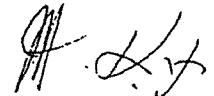
7. COMPENSATION FOR MERCHANDISING

- A. In connection with exercise by the Licensee of merchandising rights granted hereunder, as distinguished from any other rights granted hereunder, the Licensee shall pay to the Licensor fifty (50) percent of net revenue after deduction of ten (10) percent of merchandising expenses from the total proceeds actually received by the Licensee in case sales are made directly by the Licensee whereas the Licensee shall pay to the Licensor fifty (50) percent of net revenue without deduction of merchandising expenses provided that sales are made through third parties.
- B. The Licensee shall not be beneficiary of revenues accrued by sales of articles licensed in the past by the Licensor to and produced by Takatoku Toys, Gakken Co., Imai Chemical Co., and Arie Works regardless of whether or not such sales are made inside or outside of Japan.

- C. With regard to such articles produced in Japan as not included in the Licensee's schedule of merchandising exploitation, the Licensor may export them individually to markets in the licensed territories hereunder with prior consent of the Licensee who shall have option priority on such articles. In case the Licensor exports such articles in compliance with the aforesaid provision, the Licensee shall not be beneficiary of revenues accrued by such exportation.
- D. The Licensee shall pay the Licensor's share of merchandising revenue to the Licensor on a quarter-annual basis, for the period of January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31 of each year, with payment forty-five (45) days after the end of each applicable period, and the Licensee shall make monthly business reports available to the Licensor during the license period.
- E. The initial term of merchandising agreement is seven (7) years from the date hereof as provided in Article 2 herein. However, in case the total amount of the Licensor's share of merchandising revenue fails to reach US\$120,000.- in the first three and a half years and US\$80,000.- in the second three and a half years of the license period, the Licensor shall be entitled to eliminate the merchandising license portion from this Agreement unless the Licensee takes measures acceptable by the Licensor to cure the deficit.

8. SPECIAL PROVISIONS

- A. Limiting to German-speaking territories, home video and video disc rights which constitute a part of rights granted hereunder shall be excluded. With regard to publication rights for said territories, the Licensee shall present to the Licensor a project plan including natures and contents of publications in each instance of publication for the Licensor's prior consent and approval.
- B. The Licensor is entitled to make an audit in each twelve (12) months after providing the Licensee with advance written notice requesting audit.
- C. If the Licensee fails to perform its obligations hereunder, the Licensor is entitled to terminate this Agreement in its entirety or partially merchandising exploitation provisions only without prejudice to any of its rights against the Licensee. Such termination shall be made only after the Licensee's receipt of written notice stating in detail the Licensee's failure. However, the Licensee has the right to confirm and cure the failure within sixty (60) days after receipt of the written notice. Notwithstanding any termination, pre-existing licenses entered into by the Licensee shall not be disturbed in any way.



D. In case any dispute arises between the two parties in connection with this Agreement, it shall be settled with the bona fide efforts on the part of each party. The parties hereto mutually agree that if no settlement is reached after exertion of such efforts, the dispute shall be submitted to the competent court in Tokyo, Japan, whose decision shall be final and binding upon both parties.

E. The Licensee has first refusal right for territories other than countries in Asia, and Zone No. 1 and Zone No. 2 specified in Article 1 herein.

F. This Agreement is subject to force majeure.

9. REEDITION, ALTERATION, AND MODIFICATION

The Licensee is entitled to reedit, alter, or modify any and all the underlying series as the Licensee determines to conform with marketing requirements including addition of different language dialogue, new stories, new sound effects, new music, a new title or titles and credits to personnel utilized by the Licensee in connection with any such activity. However, such reedition, alteration, or modification shall be done in a reasonable manner acceptable by the Licensor which does not detract from the underlying series.

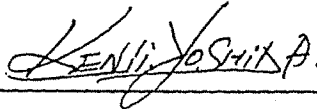
10. ASSIGNMENT AND SUBLICENSE

The Licensee shall have the right to assign, license, delegate, lend or otherwise transfer its rights, options or privileges granted hereunder in whole or in part to any third party, but in no case the Licensee shall transfer its obligations to the Licensor to any third party.

IN WITNESS WHEREOF, the parties hereto signed hereunder to execute this Agreement on the date first above written.

TATSUNOKO PRODUCTION CO., LTD.

HARMONY GOLD, LTD.





CERTIFICATE OF COPYRIGHT REGISTRATION

UNITED STATES COPYRIGHT OFFICE



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

Donald C Curran

ACTING REGISTER OF COPYRIGHTS

United States of America

OFFICIAL SEAL

REGISTRATION NUMBER		
PAU 740 323		
PA	PAU	
EFFECTIVE DATE OF REGISTRATION		
3	28	85
(Month)	(Day)	(Year)

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM PA/CON)

1 Title	TITLE OF THIS WORK:	MACROSS Episodes 1-36	NATURE OF THIS WORK: (See instructions)
	1. Booby Trap 3. Spacefold 2. Countdown 4. Lin Minmei (See PA/CON. for 5-36)		MOTION PICTURE
	PREVIOUS OR ALTERNATIVE TITLES:		

2 Author(s)	IMPORTANT: Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). If any part of this work was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates blank.		
	1	NAME OF AUTHOR: TATSUNOKO PRODUCTION COMPANY, LTD. Was this author's contribution to the work a "work made for hire"? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	DATES OF BIRTH AND DEATH: Born Died (Year) (Year)
		AUTHOR'S NATIONALITY OR DOMICILE: Citizen of } or { Domiciled in Japan (Name of Country) (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.
		AUTHOR OF: (Briefly describe nature of this author's contribution) Entire Work including animation, story, soundtrack	
	2	NAME OF AUTHOR: Was this author's contribution to the work a "work made for hire"? Yes No	DATES OF BIRTH AND DEATH: Born Died (Year) (Year)
		AUTHOR'S NATIONALITY OR DOMICILE: Citizen of } or { Domiciled in (Name of Country) (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.
		AUTHOR OF: (Briefly describe nature of this author's contribution)	
	3	NAME OF AUTHOR: Was this author's contribution to the work a "work made for hire"? Yes No	DATES OF BIRTH AND DEATH: Born Died (Year) (Year)
		AUTHOR'S NATIONALITY OR DOMICILE: Citizen of } or { Domiciled in (Name of Country) (Name of Country)	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No Pseudonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions attached.
		AUTHOR OF: (Briefly describe nature of this author's contribution)	

3 Creation and Publication	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED: Year 1983 (This information must be given in all cases.)	DATE AND NATION OF FIRST PUBLICATION: Date (Month) (Day) (Year) Nation (Name of Country) (Complete this block ONLY if this work has been published.)
-------------------------------	-------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4 Claimant(s)	NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): HARMONY GOLD U.S.A., INC. AND TATSUNOKO PRODUCTION COMPANY, LTD. 8831 Sunset Blvd. Ste 300 c/o Harmony Gold U.S.A., Inc. Los Angeles, CA. 90069 8831 Sunset Blvd. Ste 300 Los Angeles, CA 90069	
	TRANSFER: (If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.) Agreement	

Sep 09 02 04:12p

HARMONY GOLD

323-436-7257

p. 3

*Amended and added by C.O. & rity
 telephone conversation with Jan
 Christison on May 17, 1985.

PAJ 740 323

CHECKED BY: <u>AM</u>	MAIL 485
CORRESPONDENCE: <input type="checkbox"/> Yes	DEPOSIT <u>MAILED</u> MAILED 28 1985
DEPOSIT ACCOUNT FUNDS USED: <input type="checkbox"/>	REMITTANCE NUMBER AND DATE: 505997 MAR 28 85

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM PA/CON)

* PREVIOUS REGISTRATION:

- Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes ☒ No ☒
- If your answer is "Yes," why is another registration being sought? (Check appropriate box)
 - ☐ This is the first published edition of a work previously registered in unpublished form.
 - ☐ This is the first application submitted by this author as copyright claimant.
 - ☒ This is a changed version of the work, as shown by line 6 of the application.
- If your answer is "Yes," give: Previous Registration Number Year of Registration

5
Previous
Registration

* COMPILATION OR DERIVATIVE WORK: (See instructions)

PREEXISTING MATERIAL: (Identify any preexisting work or works that the work is based on or incorporates.)

English version including animation

MATERIAL ADDED TO THIS WORK: (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.)

Japanese soundtrack and story

6
Compilation
or
Derivative
Work

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)

Name:

Account Number:

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.)

Name: Harmony Gold U.S.A., Inc.

Address: 8831 Sunset Blvd. Ste. #300

Los Angeles, CA 90069

7
Fee and
Correspondence

CERTIFICATION: * I, the undersigned, hereby certify that I am the: (Check one)

☐ author ☐ other copyright claimant ☐ owner of exclusive right(s) ☒ authorized agent of: Harmony Gold U.S.A., Inc.
 of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.



Handwritten signature: (X)

Typed or printed name: Frank Agrana, President

Date 3/15/85

8
Certification
(Application
must be
signed)

HARMONY GOLD U.S.A., INC.

8831 Sunset Blvd. Suite 300

Los Angeles, CA 90069

(City)

(State)

(ZIP code)

MAIL
CERTIFICATE
TO

(Certificate will
be mailed in
window envelope)

9
Address
for Return
of
Certificate

Sep 08 02 04:13p

HARMONY GOLD

323-436-7257

p. 4

CONTINUATION SHEET FOR FORM PA**FORM PA/CON**

UNITED STATES COPYRIGHT OFFICE

- If at all possible, try to fit the information called for into the spaces provided on Form PA.
- If you do not have space enough for all of the information you need to give on Form PA, use this continuation sheet and submit it with Form PA.
- If you submit this continuation sheet, leave it attached to Form PA. Or, if it becomes detached, clip (do not tape or staple) and fold the two together before submitting them.
- PART A of this sheet is intended to identify the basic application. PART B is a continuation of Space 2. PART C is for the continuation of Spaces 1, 4, or 6. The other spaces on Form PA call for specific items of information, and should not need continuation.

REGISTRATION NUMBER	
PAU	740-323
PA	PAU
EFFECTIVE DATE OF REGISTRATION	
3	28 85
(Month)	(Day) (Year)
CONTINUATION SHEET RECEIVED	
MAR 28 1985	
Page 3 of 3 pages	

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

(A) Identification of Application	IDENTIFICATION OF CONTINUATION SHEET: This sheet is a continuation of the application for copyright registration on Form PA, submitted for the following work:	
	<ul style="list-style-type: none"> • TITLE: (Give the title as given under the heading "Title of this Work" in Space 1 of Form PA.) MACROSS • NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): (Give the name and address of at least one copyright claimant as given in Space 4 of Form PA.) Harmony Gold U.S.A., Inc., 8831 Sunset Blvd., Ste. 300, Los Angeles, CA 90069..... 	

(B) Continuation of Space 2	NAME OF AUTHOR: Was this author's contribution to the work a "work made for hire"? Yes..... No.....		DATES OF BIRTH AND DEATH: Born..... Died..... (Year) (Year)	
	AUTHOR'S NATIONALITY OR DOMICILE: Citizen of..... } or { Domiciled in..... (Name of Country) (Name of Country)		WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes..... No..... Pseudonymous? Yes..... No..... If the answer to either of these questions is "Yes," see detailed instructions attached.	
	AUTHOR OF: (Briefly describe nature of this author's contribution)			
<input type="checkbox"/>	NAME OF AUTHOR: Was this author's contribution to the work a "work made for hire"? Yes..... No.....		DATES OF BIRTH AND DEATH: Born..... Died..... (Year) (Year)	
	AUTHOR'S NATIONALITY OR DOMICILE: Citizen of..... } or { Domiciled in..... (Name of Country) (Name of Country)		WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes..... No..... Pseudonymous? Yes..... No..... If the answer to either of these questions is "Yes," see detailed instructions attached.	
	AUTHOR OF: (Briefly describe nature of this author's contribution)			
<input type="checkbox"/>	NAME OF AUTHOR: Was this author's contribution to the work a "work made for hire"? Yes..... No.....		DATES OF BIRTH AND DEATH: Born..... Died..... (Year) (Year)	
	AUTHOR'S NATIONALITY OR DOMICILE: Citizen of..... } or { Domiciled in..... (Name of Country) (Name of Country)		WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes..... No..... Pseudonymous? Yes..... No..... If the answer to either of these questions is "Yes," see detailed instructions attached.	
	AUTHOR OF: (Briefly describe nature of this author's contribution)			

(C) Continuation of Other Spaces	CONTINUATION OF (Check which):	
	<input checked="" type="checkbox"/> Space 1	<input type="checkbox"/> Space 4 <input type="checkbox"/> Space 6
	5. The Transformation 6. The Daidarus Attack 7. Bye-Bye Mars 8. The Longest Birthday 9. Miss Macross 10. The Blind Game 11. First Contact 12. The Big Escape 13. Blue Wind 14. Gloval's Report 15. Chinatown 16. Kung Fu Dandy	17. Phantasm 18. Pineapple Salad 19. Bursting Point 20. Paradise Lost 21. Micro-Cosmos 22. Love Concert 23. Drop Out 24. Goodbye Girl 25. Virgin Road 26. The Messenger 27. Love Floats Away 28. My Album
		29. Loli's Song 30. Viva Mariya 31. Satan's Dolls 32. Broken Heart 33. Rainy Night 34. Private Time 35. Romanesque 36. A Gentle Farewell

Sep 09 02 04:13p

HARMONY GOLD

323-436-7257

p. 5

CERTIFICATE OF REGISTRATION



This Certificate Issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Supplementary Registration
UNITED STATES COPYRIGHT OFFICE
REGISTRATION NUMBER

PAU 2-583-627



RE

EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

Marybeth Peters

Mar 13 2000
Month Day Year

CONTINUATION SHEET.

Title of Work Macrocos Episodes United States of America Bermytrep 2.0 (continued)
3.) Space fold 4.) Lin Munnai (see CA/con for 5.36)

Registration Number of the Basic Registration

PAU 740 323

Year of Basic Registration

3-28-85

Name(s) of Author(s)

Tatsunoko Production Co., Ltd.

Name(s) of Copyright Claimant(s)

Harmony Gold U.S.A., Inc & Tatsunoko Production Co., Ltd

Location and Nature of Incorrect Information in Basic Registration

Line Number 5 & 6 Line Heading or DescriptionPrevious Registration
Compilation or Derivative Work

Incorrect Information as It Appears in Basic Registration

English Version including animation; Japanese soundtrack and story
Material added to this work:

Corrected Information

5. Previous Registration yes NO X

Explanation of Correction

Administrative ERROR

Location and Nature of Information in Basic Registration to be Amplified

Line Number Line Heading or Description

Amplified Information and Explanation of Information

MORE ON BACK

• Complete all applicable spaces (D-G) on the reverse side of this page.
• See detailed instructions.

DO NOT WRITE HERE
Page 1 of 4 pages

Sep 09 02 04:14p

HARMONY GOLD

323-436-7257

P. 6

FORM CA RECEIVE

FORM CA

FUNDS RECEIVED DATE

EXAMINED BY

CORRESPONDENCE ☐

REFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION ☐ YES ☒ NO

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of: ☐ Part B or ☐ Part C

D

Correspondence: Give name and address to which correspondence about this application should be sent.

Harmony Gold o/o J. Hoffman
7655 Sunset Blvd.
Los Angeles, CA 90046
(323) 851 4900 Fax (323) 851 5599 Email jhoffman@harmonygold.com

Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Harmony Gold
Number DA 076422

By certification I, the undersigned, hereby certify that I am the: (Check only one)

☒ author ☐ owner of exclusive right(s)
☐ other copyright claimant ☐ duly authorized agent of

Harmony Gold

Name of author or other copyright claimant, or owner of exclusive right(s) of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name Frank Agrama

Date 2/28/00

Handwritten signature (X)

Indicate the filed in view envelope file:

Name Harmony Gold o/o J. Hoffman
Number/Street/Apt 7655 Sunset Blvd
City/State/ZIP Los Angeles, CA 90046

• Complete all necessary spaces
• Sign your application in space F

1. Application fees
2. If required, the filing fee in check or money order payable to Register of Copyrights

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-4000

As of July 1, 1999, the fee for filing Form CA is \$35.

U.S.G. § 905(c): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 406, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Form 3000-09 000
5 Feb. June 1999

PRINTED ON RECYCLED PAPER

U.S. GOVERNMENT PRINTING OFFICE: 2000-481-112/107

Sep 09 02 04:14p

HARMONY GOLD

32-436-7257

CONTINUATION SHEET FOR APPLICATION FORMS

FORM CA /CON
UNITED STATES COPYRIGHT OFFICE
REGISTRATION NUMBER

This Continuation Sheet is used in conjunction with Forms CA, PA, SE, SR, TX, and VA, only. Indicate which basic form you are continuing in the space in the upper right-hand corner. If at all possible, try to fit the information called for into the spaces provided on the basic form. If you do not have enough space for all the information you need to give on the basic form, use this Continuation Sheet and submit it with the basic form. If you submit this Continuation Sheet, clip (do not tape or staple) it to the basic form and fold the two together before submitting them.

Space A of this sheet is intended to identify the basic application.

Space B is a continuation of Space 2 on the basic application. Space B is not applicable to Short forms.

Space C (on the reverse side of this sheet) is for the continuation of Spaces 1, 4, or 6 on the basic application or for the continuation of Space 1 on any of the three Short Forms A, TX, or VA.

PAU 2-503-627
EFFECTIVE DATE OF REGISTRATION

Mar 13 2000
(Month) (Day) (Year)

CONTINUATION SHEET RECEIVED

Page 3 of 4 pages

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

IDENTIFICATION OF CONTINUATION SHEET: This sheet is a continuation of the application for copyright registration on the basic form submitted for the following work:

• **TITLE:** (Give the title as given under the heading "Title of this Work" in Space 1 of the basic form.)

A **MACROSS**
• **NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S):** (Give the name and address of at least one copyright claimant as given in Space 4 of the basic form or Space 2 of any of the Short Forms PA, TX, or VA.)
7655 Sunset Blvd, LA, CA 90046 - Harmony Gold USA, Inc.
c/o 7655 Sunset Blvd, LA, CA 90046 - Tatsunoko Productions Ltd

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

3 **d**
Was this contribution to the work **AUTHOR'S NATIONALITY OR DOMICILE** a "work made for hire"?
Name of Country
☐ Yes ☐ No
OR { Citizen of ► _____
Domiciled in ► _____
WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☐ No If the answer to either of these questions is "Yes," see detailed instructions.
Pseudonymous? ☐ Yes ☐ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by the author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

e
Was this contribution to the work **AUTHOR'S NATIONALITY OR DOMICILE** a "work made for hire"?
Name of Country
☐ Yes ☐ No
OR { Citizen of ► _____
Domiciled in ► _____
WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☐ No If the answer to either of these questions is "Yes," see detailed instructions.
Pseudonymous? ☐ Yes ☐ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by the author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

f
Was this contribution to the work **AUTHOR'S NATIONALITY OR DOMICILE** a "work made for hire"?
Name of Country
☐ Yes ☐ No
OR { Citizen of ► _____
Domiciled in ► _____
WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☐ No If the answer to either of these questions is "Yes," see detailed instructions.
Pseudonymous? ☐ Yes ☐ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by the author in which copyright is claimed. ▼

Use the reverse side of this sheet if you need more space for continuation of Spaces 1, 4, or 6 of the basic form or for the continuation of Space 1 on any of the Short Forms PA, TX, or VA

Sep 09 02 04:14p

HARMONY GOLD

323-436-7257

P. 8

CONTINUATION OF (Check which):

☒ Spaces☐ Spaces 4☐ Spaces 6**C**Continuation
of other
Spaces

- | | | |
|-------------------------|----------------------|-----------------------|
| 5. The Transformation | 17. Phantasm | 29. Loli's Song |
| 6. The Daidarus Attack | 18. Pineapple Salad | 30. Viva Mariya |
| 7. Bye-Bye Mars | 19. Bursting Point | 31. Satan's Dolls |
| 8. The Longest Birthday | 20. Paradise Lost | 32. Broken Heart |
| 9. Miss Macross | 21. Micro-Cosmos | 33. Rainy Night |
| 10. The Blind Game | 22. Love Concert | 34. Private Time |
| 11. First Contact | 23. Drop Out | 35. Romanesque |
| 12. The Big Escape | 24. Goodbye Girl | 36. A Gentle Farewell |
| 13. Blue Wind | 25. Virgin Road | |
| 14. Gloval's Report | 26. The Messenger | |
| 15. Chinatown | 27. Love Floats Away | |
| 16. Kung Fu Dandy | 28. My Album | |

Certificates
will be
mailed in
window
envelope
to this
address:

Name ▼ Harmony Gold c/o J. Hoffman
Number/Street/Apt ▼ 7655 Sunset Blvd.
City/State/ZIP ▼ Los Angeles, CA 90046

• Complete all necessary spaces
• Sign your application

1. Application form
2. Nonrefundable fee in check or
money order payable to Register
of Copyrights
3. Deposit Material
Library of Congress, Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-4000

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Fees are effective
through June 68,
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right or call (800)
891-0000 for current
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Copyright
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States

THE
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Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.



OFFICIAL SEAL

Donald C. Luman

Acting
Register of
Copyrights and
Assistant
Librarian for
Copyright
Services

DATE OF RECORDATION

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VOLUME

PAGE

2086

348

VOLUME

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2086

353

Certificate of Recordation
C-762 November 1984—15,000

OPTIONAL FORM 175
(FORMERLY FS-68)
MARCH 1975
DEPT. OF STATE
50175-101

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Certificate of Acknowledgment of Execution of an Instrument

(Country) }
JAPAN }
CITY OF TOKYO }
EMBASSY OF THE UNITED STATES OF AMERICA } SS
(County and/or other political division)
(County and/or other political division)
(Name of foreign service office)

SS:

I, David L. Gossack Vice Consul

of the United States of America at Tokyo, Japan

do hereby certify that on this 15th

of May, 1985 before me personally appeared

(DATE)

* * * * * Koki NARUSHIMA * * * * *

personally known, and known to me to be the individual—described in, whose

subscribed to, and who executed the annexed instrument, and being

by me of the contents of said instrument be duly acknowledged to me

executed the same freely and voluntarily for the uses and purposes therein

In witness whereof I have hereunto set my hand and

official seal the day and year last above written.

David L. Gossack

Vice Consul of the United States of America.

NOTE: Every authentic all signatures to a document should be included in one certificate. *U.S.GPO:1980-0-311-163/6279

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SHORT FORM ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the undersigned, Tatsunoko Production Co., Ltd. ("Assignor"), hereby grants, assigns and transfers to Harmony Gold, Ltd. ("Assignee") the exclusive and irrevocable rights to exploit the animated television programs entitled "MACROSS" (1/2 hour x 36 episodes), "MOSPEADA" (1/2 hour x 25 episodes) and "THE SOUTHERN CROSS" (1/2 hour x 23 episodes) (such episodes being listed in Exhibit "A" attached hereto and collectively referred to as the "Series") which rights include, but are not limited to, television broadcasting, merchandising exploitation, theatrical and non-theatrical exploitation, video devices, sound recording devices and publications.

This Assignment is made subject to and in confirmation of that certain Agreement (the "Agreement"), dated September 11, 1984, between Licensor and Licensee.

1. TERRITORIES.

Assignee's rights extend to the following territories:

The United States of America, and its territories and possessions, and English-speaking Canada, and English-speaking territories and possessions of Canada. All other English-speaking countries, territories and areas, all German-speaking countries, territories and areas including all Scandinavian countries, territories and areas, and all French-speaking countries, territories and areas. In addition, Assignee has the exclusive rights of first refusal in certain other territories as more particularly prescribed in the Agreement.

2. PERIOD OF LICENSE.

The initial period for such assignment is seven (7) years from the date of the Agreement and said period shall be renewable at the end of every seven (7) years on the terms provided for in the Agreement.

3. COPYRIGHT.

Assignor, as the exclusive author and owner of all worldwide copyrights, moral rights and rights of publication in and to the underlying series, grants to Assignee exploitation of the copyrights in accordance with the provisions of the Agreement whereby the Assignee is entitled to present, reproduce, record, publish, release, exhibit, distribute, perform, broadcast, dif-

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177-203-850409

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fuse, display, market, edit, dub, translate, arrange musically, transform, dramatize and otherwise adapt and prepare derivative works based on, advertise, and otherwise dispose of and exploit the Series, and any and all versions, characters, stories, settings, titles, music, sound tracks and effects, animation, art work and all other components thereof, using any methods or devices of exploitation with certain limitation as provided in the Agreement. Assignor and Assignee shall be joint owners of all copyrights in the Series in the Territories during the period of Assignee's rights, and Assignor hereby irrevocably grants to Assignee an undivided 50% interest in said copyrights.

4. MERCHANDISING RIGHTS.

The Licensee is the lawful and authorized representative to exercise merchandising rights relating to the Series in the Territories with certain exceptions as set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 15th day of May, 1985.

TATSUNOKO PRODUCTION CO., LTD.

Koki Narushima
By: Koki Narushima
Its: Manager, Int'l Affairs Dept.

~~On the _____ day of _____, 1985, before me, a diplomatic or consular officer of the United States, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the same.~~

5-4-85

2.

EXHIBIT "A"

MOSPEADA

Episodes 1-25

1. Prelude of Assault
2. The March of Love Lost
3. A Duel Concert at High Noon
4. Feel Like A Survival Song
5. Live at the Robbery
6. Tough Little Girl Blues
7. Ragtime for the Departed Hero
8. Elegy for Jonathan
9. Lost World Getaway
10. Requiem for a Battlefield
11. Lullaby of a Distant Hope
12. Fortress Breakthrough Boogie
13. Sandstorm Playback
14. Mint's Wedding March
15. The Ballad of the Comrades' Split
16. Trap Reggae
17. Serenade of the Midnight Sun
18. Polka of the Old Soldiers
19. Folte, the Glacier City
20. A Birthday Song in the Evening
21. Murder's Arpeggio
22. New York Beebop
23. Black-haired Paltita
24. The Finale of Darkness
25. Symphony of Light

SOUTHERN CROSS

Episodes 1-23

1. Shower Cologne
2. Rabbit Hat
3. Star Angel
4. Half Moon
5. Trouble City
6. Prelude
7. Mujika
8. Metal Fire
9. Star Dust

EXHIBIT "A" p. 2

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SOUTHERN CROSS (cont.)

10. Outsider
11. Deja Vu
12. Lost Memory
13. Triple Mirror
14. Hope for Glory
15. Love Story
16. The Hunter Killer
17. The Biopsych Car
18. Wonderland
19. Crisis
20. Daydream
21. Nightmare
22. Catastrophic
23. Jeh-nen-Su

MACROSS

Episodes 1-36

1. Booby Trap
2. Countdown
3. Spacefold
4. Lin Minmei
5. The Transformation
6. The Daidarus Attack
7. Bye-Bye Mars
8. The Longest Birthday
9. Miss Macross
10. The Blind Game
11. First Contact
12. The Big Escape
13. Blue Wind
14. Gloval's Report
15. Chinatown
16. Kung Fu Dandy
17. Phantasm
18. Pineapple Salad
19. Bursting Point

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EXHIBIT "A" p.3

MACROSS (cont.)

20. Paradise Lost
21. Micro-Cosmos
22. Love Concert
23. Drop Out
24. Goodbye Girl
25. Virgin Road
26. The Messenger
27. Love Floats Away
28. My Album
29. Loli's Song
30. Viva Mariya
31. Satan's Dolls
32. Broken Heart
33. Rainy Night
34. Private Time
35. Romanesque
36. A Gentle Farewell

A G R E E M E N T

THIS AGREEMENT is entered into this 15th day of March, 1991 by and between

TATSUNOKO PRODUCTION CO., LTD.
3-22-12, Minami-cho, Kokubunji-shi,
Tokyo, Japan

(hereinafter referred to as the Licensor)

- and -

HARMONY GOLD, USA.
7655 Sunset Boulevard
Los Angeles, CA 90046-2700
U.S.A.

(hereinafter referred to as the Licensee)

WHEREBY IT IS AGREED as follows:

The Licensor hereby grants exclusively and irrevocably to the Licensee the rights to exploit the animated television programs described below produced and owned by the Licensor on the terms and conditions set out below, which rights include, but are not limited to, television broadcasting, merchandising exploitation, theatrical and nontheatrical exploitation, video devices, sound recording devices and publications.

PROGRAMS & PARTICULARS

MACROSS: 1/2 hour X 36 episodes

MOSPEADA: 1/2 hour X 25 episodes

THE SOUTHERN CROSS: 1/2 hour X 23 episodes

TOTAL: 84 episodes

1. TERRITORIES

Worldwide territories excluding Japan and all other Asian territories.

2. PERIOD OF LICENSE

The initial period of license is ten (10) years from the date hereof and the license period shall be renewable at the end of every ten years on the terms and conditions mutually agreed upon. At the Licensee's request, the Licensor shall negotiate with the Licensee reasonably and in good faith so that the Licensor shall grant to the Licensee further ten (10) year license period hereunder. If, for any reason, the Licensor and the Licensee shall not agree upon such terms and conditions,

the Licensor shall not license any of the rights licensed to the Licensee hereunder to any other party, or exploit those rights itself, without first providing to the Licensee the exclusive right for thirty (30) days to match terms and conditions that the Licensor is prepared to accept from another party or upon which the Licensor will exploit such right itself. The Licensee shall be required to accept only financial terms and conditions that may be satisfied as easily by one person as by another. The Licensor shall send to the Licensee a written notice of each of such terms and conditions.

3. LICENSE FEE

License fee for TV and other visual rights: US\$3,000.00 per episode.

Total: US\$3,000 X 84 episodes = US\$252,000.00

Minimum guarantee for merchandising royalty = US\$50,000.00

4. MANNER OF PAYMENT

The total sum of US\$302,000.00 (US\$252,000 for visual rights and US\$50,000 for minimum guarantee for merchandising) shall be paid in a lump-sum payment upon signing this Agreement.

5. COPYRIGHT

The Licensor, as the exclusive author and owner of all world-wide copyrights, moral rights and rights of publication in and to the underlying series, grants to the Licensee exploitation of the copyrights in accordance with provisions in this Agreement whereby the Licensee is entitled to present, reproduce, record, publish, release, exhibit, distribute, perform, broadcast, diffuse, display, market, edit, dub, translate, arrange musically, transform, dramatize and otherwise adapt and prepare derivative works based on, advertise, and otherwise dispose of and exploit the underlying series, and any and all versions, character, stories, settings, titles, music, sound track and effects, animation, artwork and all other components thereof, using any methods or devices of exploitation with limitation as provided in A, B, C of Article 6 herein. The Licensor represents and warrants that the underlying series, and the rights granted to the Licensee, do not and will not infringe upon the rights of any third party, and are and will be free of any right, claim or encumbrance of any third party. The Licensee is authorized to register the transfer of rights and licenses to the Licensee as set forth in this Agreement in any copyright, trademark or other appropriate register in Japan or elsewhere to protect the Licensee's rights and licenses under this Agreement. The Licensor and the Licensee shall be joint owners of copyrights in the underlying series for the territories licensed to the Licensee during the license period and shall take necessary legal measures to protect such copyrights from infringement or copying by any third party including registration of trademarks or copyright, and the use of copyright notices in the joint

names of the Licensors and the Licensee. All trademarks utilized by the Licensee in connection with the exercise of its rights under this Agreement, other than the existing titles of the underlying series, shall belong jointly to the Licensor and the Licensee and utilization of such trademarks shall be automatically renewed at the termination of this Agreement for a reasonable length of period mutually agreed upon unless such termination is due to default on the part of the Licensee. With respect to any new materials created by the Licensee, copyright and all other rights in such materials shall also belong jointly to the Licensor and the Licensee.

6. MERCHANDISING RIGHTS

The Licensee is the lawful and authorized representative to exercise merchandising rights related to the underlying series in the licensed territories specified in Article 1 herein except for such items and articles as set forth below.

- A. With regard to MACROSS series, die-cast toys and other toys manufactured in Japan by Takatoku Toys and plastic model kits made by Imai Chemical Co. for domestic and overseas markets shall be excluded.
- B. With regard to MOSPEADA series, die-cast toys and other toys manufactured in Japan by Gakken Co. and plastic model kits made by Imai Chemical Co. and/or Arai Works for domestic and overseas markets shall be excluded.
- C. With regard to THE SOUTHERN CROSS series, plastic model kits manufactured in the past by Imai Chemical Co. and/or Arai Works for domestic and overseas markets shall be excluded.

The Licensor shall not engage in or authorize, except as allowed in A, B and C above, any merchandising exploitation related to the underlying series in any of the territories licensed to the Licensee hereunder at any time during the license period.

7. COMPENSATION FOR MERCHANDISING

- A. In connection with exercise by the Licensee of merchandising rights granted hereunder, as distinguished from any other rights granted hereunder, the Licensee shall pay to the Licensor twenty-five (25) percent of net revenue after deduction of ten (10) percent of merchandising expenses from the total proceeds actually received by the Licensee in case sales are made directly by the Licensee whereas the Licensee shall pay to the Licensor twenty-five (25) percent of net revenue without deduction of merchandising expenses provided that sales are made through third parties. Further, it is agreed by the parties hereto that the minimum guarantee of US\$50,000 paid the Licensor as specified in Article 3 shall constitute part of the Licensor's share of merchandising royalty.
- B. The Licensee shall not be beneficiary of revenues accrued by sales of articles licensed in the past by the Licensor to and produced by Takatoku Toys, Gakken Co., Imai Chemical Co., and Arai Works regardless of whether or not such sales are made inside or outside of Japan.

- C. With regard to such articles produced in Japan as not included in the Licensee's schedule of merchandising exploitation, the Licensor may export them individually to markets in the licensed territories hereunder with prior consent of the Licensee who shall have option priority on such articles. In case the Licensor exports such articles in compliance with the aforesaid provision, the Licensee shall not be beneficiary of revenues accrued by such exportation.
- D. The Licensee shall pay the Licensor's share of merchandising revenue to the Licensor on a semiannual basis, for the period of January 1 through June 30 and July 1 through December 31 of each year. Such payment shall be made within forty-five (45) days after the end of each applicable period, and the Licensee shall make monthly business reports available to the Licensor during the license period.
- E. The initial term of merchandising agreement is ten (10) years from the date hereof as provided in Article 2 herein.

8. SPECIAL PROVISIONS

- A. The Licensor is entitled to make an audit each twelve (12) months after providing the Licensee with advance written notice requesting audit.
- B. If the Licensee fails to perform its obligations hereunder, the Licensor is entitled to terminate this Agreement in its entirety or partially merchandising exploitation provisions only without prejudice to any of its rights against the Licensee. Such termination shall be made only after the Licensee's receipt of written notice stating in detail the Licensee's failure. However, the Licensee has the right to confirm and cure the failure within sixty (60) days after receipt of the written notice. Notwithstanding any termination, pre-existing licenses entered into by the Licensee shall not be disturbed in any way.
- C. In case any dispute arises between the two parties hereto in connection with this Agreement, it shall be settled with the bona fide efforts on the part of each party. The parties hereto mutually agree that if no settlement is reached after exertion of such efforts, the dispute shall be submitted to the competent court in Tokyo, Japan, whose decision shall be final and binding upon both parties.
- D. This Agreement is subject to force majeure.

9. REEDITION, ALTERATION, AND MODIFICATION

The Licensee is entitled to reedit, alter, or modify any and all the underlying series as the Licensee determines to conform with marketing requirements including addition of different language dialogue, new stories, new sound effects, new music, a new title or titles and credits to personnel utilized by the Licensee in connection with any such activity. However, such reedition, alteration, or modification shall be done in a reasonable manner acceptable by the Licensor which does not detract from the underlying series.

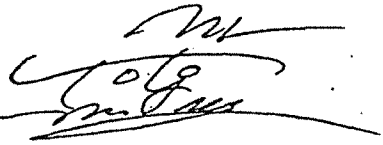
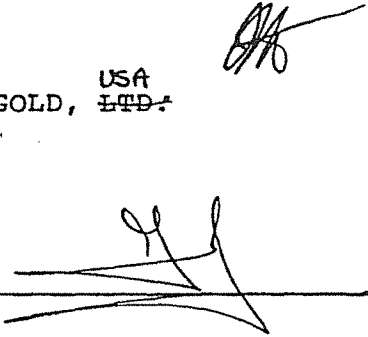
10. ASSIGNMENT AND SUBLICENSE

The Licensee shall have the right to assign, license, delegate, lend or otherwise transfer its rights, options or privileges granted hereunder in whole or in part to any third party, but in no case the Licensee shall transfer its obligations to the Licensor to any third party.

IN WITNESS WHEREOF, the parties hereto have signed hereunder to execute this Agreement on the date first above written.

TATSUNOKO PRODUCTION CO., LTD.

USA
HARMONY GOLD, LTD.


_____



TATSUNOKO PRODUCTION CO., LTD.

3-22-12 MINAMI-CHO, KOKUBUNJI-SHI
TOKYO, JAPAN

TELEPHONE: 0423-23-9111
TELEX: 02832427 ANIPRO J
FAX: 0423-23-9350

ORIGINAL

February 10. 1993

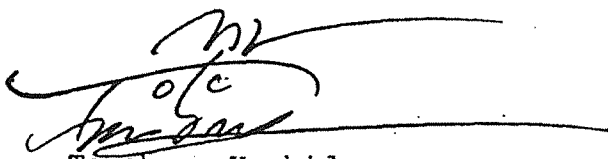
Re: "ROBOTECH"

To Whom It May Concern:

This letter is sent with reference to that License Agreement dated October 1, 1989 by and between Tatsunoko Production Co., Ltd. at 3-22-12, Minami-cho, Kokubunji-shi, Tokyo, Japan and Harmony Gold, Ltd. at 7655 Sunset Boulevard, Los Angeles, California 90046 with reference to the television programming of "MACROSS" (30' X 36 eps.), "MOSPEADA" (30' X 25 eps.) and "SOUTHERN CROSS" (30' X 23 eps.) collectively entitled "ROBOTECH". This letter shall confirm that the aforesaid License Agreement includes merchandising and home video rights to the programs.

Sincerely,

TATSUNOKO PRODUCTION CO., LTD.



Toyoharu Yoshida
President



AMENDMENT TO MAIN AGREEMENT

THIS AMENDMENT is entered into as of August 6, 1998 by and between

TATSUNOKO PRODUCTION CO., LTD. ("Tatsunoko")
3-22-12, Minami-cho, Kokubunji-shi,
Tokyo, Japan

(hereinafter referred to as the Licensor)

- and -

Reference is made to the Main Agreement dated March 15, 1991 between Tatsunoko and Harmony Gold, Inc. (the "Main Agreement") and the amendments made by that certain AMENDMENT dated March 15, 1991 between Tatsunoko and Harmony Gold, Inc. (the "Amendment").

WHEREBY, as set forth in the Main Agreement and the Amendment, the parties have agreed to the following (the "Programs"):

- a. "MACROSS" (36 1/2 hour episodes);
- b. "MOSPEADA" (25 1/2 hour episodes); and
- c. "THE SOUTHERN CROSS" (23 1/2 hour episodes)

IT IS AGREED as follows:

1. PAYMENTS - As consideration for the rights granted in this Amendment, Harmony Gold agrees to pay Tatsunoko the sum Two Hundred Fifty Two Thousand United States Dollars (US\$252,000), payable in ten equal 6 month installments, commencing on June 1, 1999 (the "Renewal Fee").

2. RIGHTS GRANTED - Tatsunoko hereby irrevocably extends the grant of exclusive rights to Harmony Gold described in the Main Agreement in and to the Programs. Such exclusive rights shall include all rights in all media now existing or hereafter invented, including, but not limited to, theatrical, non-theatrical, television, video, merchandising, soundtrack and publication rights, excluding only the merchandising rights in Japan previously granted to certain Japanese manufacturers as set forth in the Main Agreement. Notwithstanding anything to the contrary in the Main Agreement, all trademarks, copyrights and other rights in any materials created or utilized by Harmony Gold in connection with the exercise of its rights under the Main Agreement, including but not limited to the right to the name "ROBOTECH", shall be exclusively owned and controlled throughout the universe in perpetuity. Harmony Gold shall not have any right or interest in "Macross", "Mospeada" or any other series.

3. TERRITORY - Harmony Gold hereby extends its rights in Japan. With respect to television, Harmony Gold's right to distribute the English language ROBOTECH Programs shall have independent coverage in Asian languages within its coverage.

4. TERM - Tatsunoko hereby grants to Harmony Gold a Renewal Term of ten (10) years through and including March 14, 2011. In addition, provided Harmony Gold has complied with the terms of the Agreement, and provided Harmony Gold wishes to extend the Renewal Term for an additional ten (10) years (through and including March 14, 2021), Harmony Gold will notify Tatsunoko of its interest in extending the Term. In which case, the parties agree to negotiate in good faith for such renewal using the payment terms of this Amendment as a guideline.

This Amendment and the Main Agreement will be governed by the laws of the State of California of the United States of America and all disputes shall be resolved by binding arbitration in Los Angeles, California pursuant to the rules of the American Film Marketing Association. Except as amended herein, all of the rights and obligations set forth in the Main Agreement remain in full force and effect. This Amendment is executed as of the date set forth above by duly authorized officers of the parties hereto.

ⓧ For the avoidance of doubt, the Japanese exclusion and the Asian/English language limitation will not apply to any new Robotech series to be produced by Harmony Gold.

TATSUNOKO PRODUCTION CO., LTD.

HARMONY GOLD LTD.

KENJI YOSHIDA

YH April 12, 1999
YH

